

#### REMARKS

This is a Response to the Office Action mailed December 28, 2006, in which a three (3) month Shortened Statutory Period for Response has been set, due to expire March 28, 2007. A fee for a one (1) month extension is due by way of this amendment.

Twenty-four (24) claims, including four (4) independent claims, were paid for in the application. Claims 1, 3-5, 9-11, and 30-39 are pending, and claims 1, 3, 5, 9, 10 and 30-39 are currently amended. No new matter has been added to the application. No fee for additional claims is due by way of this Amendment. The Director is authorized to charge any additional fees due by way of this Amendment, or credit any overpayment, to our Deposit Account No. 19-1090.

#### Rejections Under 35 U.S.C. § 112

Claims 1, 4, 30, 35, and 36 stand rejected under 35 U.S.C. § 112, second paragraph. It is alleged that the claims are indefinite for failing to particularly point out and distinctly claim the subject matter that Applicants regard as the invention.

Specifically, claim 1 was object to because the phrase “the media” lacked antecedent basis. Claim 1 has been amended to delete the word “media” and replace therewith “medium.” In addition, claim 1 was objected to because it was alleged that “it was not clear if the resin material is a part of the adhering intent or the composite material or the medium.” The preamble of claim 1 has been amended to replace the phrase “with a resin material” with the phrase “wherein a resin material is used to adhere the medium to the composite material.” Therefore, Applicants respectfully request that the rejection of claim 1 under 35 U.S.C. § 112, second paragraph, be withdrawn.

Claim 4 stands rejected because it was alleged that the phrase “the layer of resin material” rendered the claim unclear with regard to “which one this refers especially when using the language ‘further comprising’.” Claim 4 is dependent from claim 1, and the preamble of claim 1 recites “a resin material is used to adhere the medium to the composite material.” Claim 1 does not include “a resin material” as a claimed element, whereas in claim 4, “a layer of resin

material” is now included in the claimed elements. Applicants submit that the phrase “the layer of resin material” does not render the claim unclear.

Claims 4, 30, and 36 stand rejected because it was alleged that “it appears that something is missing after ‘one of translucent or transparent’.” There is nothing missing after the phrase “one of translucent or transparent.” In addition, it is alleged that “[it] is also not clear if the mesh carrier is transparent on its own or it is the resin that is transparent.” Applicants submit that claims 4, 30, and 36 are not unclear. In each of the aforementioned claims, the mesh carrier is either “covered” or “coated” with the resin material, and the “covered”/“coated” mesh carrier is either transparent or translucent. Applicants respectfully submit that interpretation of the claimed limitations does not require, necessitate, or involve, determining whether the mesh or the resin material are individually transparent or translucent. Therefore, Applicants respectfully request that the rejections of claims 4, 30, and 36 be withdrawn.

#### Rejections Under 35 U.S.C. § 103

Claims 1, 3-5, 9-11, and 30-39 stand rejected under 35 U.S.C. §103 as allegedly being unpatentable over various combinations of the following references: U.S. Patent 4,525,169 (hereinafter “Higuchi”), U.S. Patent 4,619,665 (hereinafter “Sideman”), U.S. Patent 5,421,326 (hereinafter “Rankin”), U.S. Patent 5,652,966 (hereinafter “Reinert”), U.S. Patent 5,854,148 (hereinafter “Asada”), and U.S. Patent 6,210,778 (hereinafter “Poirier”). In addition, U.S. Patent 6,494,362 (hereinafter “Harmon”) was cited in the Office Action but apparently not applied. Applicants traverse the rejections and request reconsideration.

#### All Claim Limitations Must Taught or Suggested

To establish *prima facie* obviousness of a claimed invention, **all the claim limitations must be taught or suggested** by the prior art. *In re Royka*, 490 F.2d 981, 180 U.S.P.Q. 580 (C.C.P.A. 1974) (Emphasis added.). “**All words in a claim must be considered** in judging the patentability of that claim against the prior art.” (Emphasis added.) *In re Wilson*, 424 F.2d 1382, 1385, 165 U.S.P.Q. 494, 496 (C.C.P.A. 1970). (See, MPEP 2143.03.)

1. Response to Rejections of Independent Claim 1

In the Office Action, four separate rejections of claim 1 were provided. In particular, claim 1 was rejected as allegedly being unpatentable over: Sideman in view of Asada, hereinafter CLAIM 1 REJECTION A (see page 5); (B) Asada in view of Sideman, hereinafter CLAIM 1 REJECTION B (see page 5); Poirier in view of Higuchi and further in view of Sideman, hereinafter CLAIM 1 REJECTION C (see page 6), and Poirier in view of Higuchi and further in view of Hill hereinafter CLAIM 1 REJECTION D (see page 8). Applicants respectfully submit that claim 1 includes patentable limitations that are not taught, suggested, or disclosed individually, or collectively, by the aforementioned limitations.

The disclosed embodiment of the invention will now be discussed in comparison to the applied references. Of course, the discussion of the disclosed embodiment, and the discussion of the differences between the disclosed embodiment and the subject matter described in the applied reference, does not define the scope or interpretation of any of the claims. Instead, such discussed differences merely help the Examiner to appreciate important claim distinctions discussed thereafter.

To further distinguish the claimed invention of claim 1, Applicants will first describe the conventional thermal printer print process, which is well known to those of ordinary skill in the art. This description is important because in the invention of claim 1 indicia is printed with a thermal printer. A thermal printer has a print head that has multiple heat elements. During the print process, selected heat elements of the print head are activated to heat portions of a conventional thermal transfer ribbon. At the heated portions of the conventional thermal transfer ribbon, ink is transferred from the conventional thermal transfer ribbon to a surface of a print item.

The exemplary embodiment of Applicants' invention of claim 1 is a medium for marking a composite material. The medium includes a mesh carrier having indicia printed on a surface of the mesh carrier. *A thermal printer using a special two-layer thermal transfer printer ribbon* prints the indicia on the surface of the mesh carrier. Figure 3 shows an exemplary embodiment of a *special two-layer thermal transfer printer ribbon* having (1) a PET Ribbon Carrier ribbon 108; an optional release primer layer 106; a dark-colored ink layer 104; and a

light-colored ink layer 102. (See original specification, paragraph starting at page 4, line 28.) When indicia is printed on the mesh carrier by the thermal printer using the *two-layer thermal transfer ribbon* 110 shown in Figure 3, the PET ribbon carrier 108 is proximal to a print head of the thermal printer and the light-colored ink layer 102 is proximal to a surface of the carrier mesh carrier 12. One of ordinary skill in the art recognizes that when portions of the *two-layer thermal transfer ribbon* are heated, both layers of the colored ink are transferred from the *two-layer thermal transfer ribbon* to the mesh.

While the invention of claim 1 is directed towards printing the “two-layer ink indicia” with a thermal printer, “[in] an alternative embodiment, the mesh 12 could be printed by first printing indicia with a light colored ink 104 and then reprint[ing] the indicia with a dark-colored ink 102. This embodiment is especially well suited to an ink jet printer. Whereas, the dual layer ink ribbon 110 is especially well suited for a thermal transfer printer.” (See original specification, the paragraph starting at page x, line y.)

#### Discussion of Sideman

Sideman discloses a heat transfer sheet having a substrate 3 with a colored layer 4 and a blocking agent 5 disposed on a surface of the substrate 3. The heat transfer sheet is used to transfer colored images to a target substrate 7. To do this, the colored layer 4 is placed in contact with the target substrate 7, and heat is applied to the substrate 3. Upon heating, the colored layer sublimates, *i.e.*, the colored layer undergoes a phase change from a solid state to a gaseous state, and is transferred to the target sheet 7. The blocking agent 5 and dyes included in the colored layer 4 are selected such that the blocking agent reacts with some of the dyes but not with the other dyes. The blocking agent 5 blocks the transfer of the reactive dyes. (See column 2, lines 54-60.) “The non-reactive and reactive dyes [disclosed by Sideman] are both referred to as **heat transferable dyes, i.e., dyes which are capable of subliming or vaporization at about 160 degrees to 220 degrees C.**” (Emphasis added; see column 3, lines 32-37.)

For the sake of completeness, Applicants will discuss both the heat transfer sheet and the target sheet disclosed by Sideman. For at least the reasons provided hereinbelow, Applicants submit that Sideman apparently fails to disclose, teach, or suggest, the limitations of claim 1.

Sideman's Heat Transfer Sheet: Shows Printing and Overprinting

Sideman provides a general description for making the heat transfer sheet. However, in the description thereof, Sideman apparently fails to disclose that the heat transfer sheet is created using a thermal printer that **prints two-layer ink on the substrate**. In fact, Sideman teaches away from applying a two-layer ink on the substrate. Rather, Sideman teaches applying a first color layer using an etched plate and **overprinting** with a positive dot plate. (See column 7, lines 23-25.)

Sideman's Target Substrate: Fails To Show Two-Layer Ink Thereon

Applicants submit that the target substrate 7 does not have two layers of ink thereon. Assume for the sake of argument that an exemplary heat transfer sheet includes a substrate 3, a blocking agent 5, a non-reactive red dye that overlaps a non-reactive blue dye, and a reactive green dye, *i.e.*, the green dye is reactive with the blocking agent. Sideman discloses that upon heating the non-reactive dyes (*i.e.*, the red dye and the blue dye) and the reactive dye (*i.e.*, the green dye) sublimate or vaporize (*i.e.*, the dyes undergo a change of state from a solid to a gas). (See column 2, lines 37-48, and column 3, lines 32-37.) Applicants respectfully submit that it is well known that gases mix. Thus, Applicants submit that when the overlapping blue dye and red dye sublimate or vaporize, *i.e.*, the red dye and blue dye are both in a gaseous state, the gaseous red dye and gaseous blue dye apparently mix. Applicants submit that when the red and blue dyes undergo deposition, *i.e.*, undergo change of state from a gas to a solid, on the target substrate 7, there is nothing to indicate that the red dye and the blue dye separate to form two layers of ink. Thus, Applicants submit that the target substrate 7 does not apparently have two overlapping layers of ink printed thereon.

Response to CLAIM 1 REJECTION A : Sideman in view of Asada

At page 5, the Office Action alleges that Sideman discloses a transfer sheet having overlapping ink layers, and acknowledges that Sideman does NOT disclose the indicia is a bar code. The Office Action relies upon Asada for disclosing a printed bar code and alleges Sideman could be modified to include a bar code indicia. At page 6 of the Office Action, it is acknowledged that Asada fails to disclose overlapping two-layer ink.

Claim 1 recites, *inter alia*, “a mesh carrier with **printed two-layer ink indicia from a thermal printer.**” Sideman discloses a heat transfer sheet having multiple layers of colors. However, as described above, Applicants submit that Sideman teaches the heat transfer sheet is made **printing a first layer of color and overprinting a second layer of color.** Thus, even if Sideman were modified by Asada to include indicia, as suggested by the Office Action, Sideman and Asada individually, and collectively, apparently fail to disclose, teach, or suggest “printed two-layer ink indicia,” which yields unexpected results.

Applicants submit that in claim 1, a thermal printer prints indicia using “two-layer ink” on the mesh carrier, which is distinct from printing one layer of color and overprinting a second layer of color as taught by Sideman. **“All words in a claim must be considered in judging the patentability of that claim against the prior art.”** (Emphasis added.) *In re Wilson*, 424 F.2d 1382, 1385, 165 U.S.P.Q. 494, 496 (C.C.P.A. 1970). (See, **MPEP 2143.03.**) Therefore, Applicants respectfully request that the rejection of claim 1 be withdrawn.

**Response to CLAIM 1 REJECTION B: Asada in view of Sideman**

At page 5, the Office Action alleges that Asada discloses a cloth having a bar code, and acknowledges Asada fails to disclose overlapping two-layer ink. The Office Action relies upon Sideman for disclosing a transfer sheet having multiple layers of colored ink and alleges Asada could be modified by Sideman to print two-layer ink indicia.

Claim 1 recites, *inter alia*, “a mesh carrier with **printed two-layer ink indicia from a thermal printer.**” As described above, Sideman teaches a thermal transfer sheet having thermal inks that sublimate or vaporize, *i.e.*, undergo a change state from a solid to a gas. As described above, Applicants submit that when the non-reactive dyes undergo deposition, *i.e.*, undergo a change of state from a gas to a solid, on the target substrate 7 (or the cloth of Asada), there is nothing to indicate that the non-reactive dyes separate to form two layers of ink. Thus, even if Asada were modified by Sideman to include Sideman’s heat transfer sheet, as suggested by the Office Action, Asada and Sideman individually, and collectively, apparently fail to disclose, teach, or suggest “printed two-layer ink indicia,” which yields unexpected results. Therefore, Applicants respectfully request that the rejection of claim 1 be withdrawn.

Response to CLAIM 1 REJECTION C: Poirier, Higuchi, and Sideman

At page 6, the Office Action alleges that Poirier discloses an acrylic resin and a coated fabric with printed bar code and alleges that Higuchi discloses a transparent acrylic. The Office Action relies upon Sideman for disclosing a transfer sheet having multiple layers of colored ink and alleges “the combination” could be modified by Sideman to print two-layer ink indicia.

Claim 1 recites, *inter alia*, “a mesh carrier with **printed two-layer ink indicia from a thermal printer**.” As described above, Sideman teaches a thermal transfer sheet having thermal inks that sublimate or vaporize, *i.e.*, change state from a solid to a gas. As described above, Applicants submit that when the non-reactive dyes undergo deposition, *i.e.*, change of state from a gas to a solid, on the target substrate 7 (or the cloth of Asada), there is nothing to indicate that the non-reactive dyes separate to form two layers of ink. Thus, even if the combination of Poirier and Higuchi were modified by Sideman to include Sideman’s heat transfer sheet, as suggested by the Office Action, Poirier, Higuchi and Sideman individually, and collectively, apparently fail to disclose, teach, or suggest “printed two-layer ink indicia,” which yields unexpected results. Therefore, Applicants respectfully request that the rejection of claim 1 be withdrawn.

Response to CLAIM 1 REJECTION D: Poirier, Higuchi, and Hill

At page 6, the Office Action alleges that Poirier discloses an acrylic resin and a coated fabric with printed bar code and alleges that Higuchi discloses a transparent acrylic. The Office Action relies upon Hill for disclosing “a printing arrangement on substrates having overlapping ink layers.”

In Hill, a substrate is **printed multiple times** such that the substrate carries layers of color, and Hill addresses problems with registration when printing the substrate multiple times. While the substrate of Hill is printed with layers of color, Applicants respectfully submit that there is no apparent indication that the substrate with the multiple layers of color is used to print the layers of color onto another substrate. In other words, Hill apparently fails to disclose multiple layers of color ink.

Claim 1 recites, *inter alia*, “a mesh carrier with **printed two-layer ink indicia from a thermal printer.**” Applicants submit that in claim 1, a thermal printer prints indicia using “two-layer ink” on the mesh carrier, which is distinct from printing one layer of color and overprinting a second layer of color as taught by Sideman. **“All words in a claim must be considered** in judging the patentability of that claim against the prior art.” (Emphasis added.) *In re Wilson*, 424 F.2d 1382, 1385, 165 U.S.P.Q. 494, 496 (C.C.P.A. 1970). (See, **MPEP 2143.03.**) Thus, even if the combination of Poirier and Higuchi were modified by Hill, as suggested by the Office Action, Poirier, Higuchi and Hill individually, and collectively, apparently fail to disclose, teach, or suggest “a mesh carrier with printed two-layer ink indicia,” which yields unexpected results. Therefore, Applicants respectfully request that the rejection of claim 1 be withdrawn.

2. Response to Rejections of Independent Claims 30 and 36-Composite Material

In the Office Action, claims 30 and 36 were each rejected twice. In particular, claims 30 and 36 were rejected as allegedly being unpatentable over: Poirier in view of Higuchi and further in view of Sideman, hereinafter REJECTION A (see page 6), and Poirier in view of Higuchi and further in view of Hill hereinafter REJECTION B (see page 8). Applicants traverse the rejections and respectfully submit that claims 30 and 36 include patentable limitations that are not taught, suggested, or disclosed individually, or collectively, by the aforementioned limitations.

In REJECTION A, at page 6, the Office Action alleges that Poirier discloses an acrylic resin and a coated fabric with printed bar code and alleges that “a garment” disclosed by Poirier is a composite material. The Office Action also alleges that Higuchi discloses a transparent acrylic and relies upon Sideman for disclosing a transfer sheet having multiple layers of colored ink and alleges “the combination” could be modified by Sideman to print two-layer ink indicia.

In REJECTION B, at page 6, the Office Action alleges that Poirier discloses an acrylic resin and a coated fabric with printed bar code and alleges that “a garment” disclosed by Poirier is a composite material. The Office Action also alleges that Higuchi discloses a



transparent acrylic and relies upon Hill for disclosing “a printing arrangement on substrates having overlapping ink layers.”

Broadest Reasonable Interpretation of Composite Material Under MPEP 2111

Independent claims 30 and 36 each recite, inter alia, “**a composite material** having a surface; and a label affixed to the surface of the composite material by a layer of resin.” REJECTIONS A and B each rely upon Poirier for disclosing the claimed “composite material,” and in particular, rely upon “a garment” as allegedly being Applicants’ claimed composite material. As a matter of law, the “PTO applies to verbiage of the proposed claims **the broadest reasonable meaning** of the words in their ordinary usage **as they would be understood by one of ordinary skill in the art, taking into account** whatever enlightenment by way of definitions or otherwise that may be afforded by **the written description contained in applicant’s specification.**” *In re Morris*, 127 F.3d 1048, 1054-55, 44 USPQ2d 1023, 1027-28 (Fed. Cir. 1997) (Emphasis added.) (See MPEP 2111.) “In the absence of an express intent to impart a novel meaning to the claim terms, **the words are presumed to take on the ordinary and customary meanings attributed to them by those of ordinary skill in the art.**” *Brookhill-Wilk 1, LLC v. Intuitive Surgical, Inc.*, 334 F.3d 1294, 1298 67 USPQ2d 1132, 1136 (Fed. Cir. 2003). (Emphasis added.) (See MPEP 2111.01 III). “It is the **use of the words in the context of the written description and customarily by those skilled in the relevant art that accurately reflects both the “ordinary” and the “customary”** meaning of the terms in the claims. *Ferguson Beauregard/Logic Controls v. Mega Systems*, 350 F.3d 1327, 1338, 69 USPQ2d 1001, 1009 (Fed. Cir. 2003).” (Emphasis added.) (Quoting MPEP 2111.01 III).

Applicants respectfully submit that one of ordinary skill in the art would recognize that Poirier’s garment is not “a composite material”. Among other locations of Applicants’ pending specification, Applicants discuss a composite material starting at page 3, line 24, through page 4, line 17. In particular, Applicants disclose:

“Composite materials 10 are typically formed from at least one reinforcing material and a matrix. The reinforcing material may be, for example, fiber, particulate, or a laminate. Matrix materials may be, for example, ceramic or polymers. Through the selection of variables such as reinforcing material(s), matrix material, composition and reinforcement arrangement composites with a

wide range of properties have been developed. Common composite materials are glass-polymer, graphite-polymer, Kevlar-epoxy, Kevlar-polyester and carbon-carbon composites. Polymer and ceramic matrix composites are widely used, for example, in automotive, marine, aircraft, and aerospace components. They are also used in sporting goods, such as tennis rackets, skis, and fishing rods.

Applicants submit that Applicants' usage of "composite material" is readily understood by one of ordinary skill in the art and is consistent with customary meaning. For example, Wikipedia, an online encyclopedia, describes a composite material as such:

Composite materials (or composites for short) are engineering materials made from two or more constituent materials that remain separate and distinct on a macroscopic level while forming a single component. There are two categories of constituent materials: matrix and reinforcement. At least one portion of each type is required. The matrix material surrounds and supports the reinforcement materials by maintaining their relative positions. The reinforcements impart their special mechanical and physical properties to enhance the matrix properties. A synergism produces material properties unavailable from the individual constituent materials. Due to the wide variety of matrix and reinforcement materials available, the design potentials are incredible.

(See [http://en.wikipedia.org/wiki/Composite\\_Material](http://en.wikipedia.org/wiki/Composite_Material).)

For at least the reasons provided above, Applicants respectfully submit that the cited references apparently fail individually, and collectively, to disclose, teach, or suggest, the limitations of claims 30 and 36, which yield unexpected results. Therefore, Applicants respectfully request that the rejections of claims 30 and 36 be withdrawn.

### 3. Response to Rejections of Claims 4, 30 and 36-Translucent/Transparent

Claims 4, 30, and 36 stand rejected as being unpatentable over Poirier in view of Higuchi and further in view of Sideman and unpatentable over Poirier in view of Higuchi and further in view of Hill. Applicants traverse the rejections and respectfully submit that claims 4, 30 and 36 include patentable limitations that are not taught, suggested, or disclosed individually, or collectively, by the aforementioned limitations.

In the rejections of claims 4, 30, and 36, the Office Action relies upon Higuchi for disclosing a transparent resin. However, Office Action fails to disclose a reference in which a mesh carrier that is covered with a resin or coated by a resin is one of transparent or translucent.

In claim 4, a layer of resin covers a mesh carrier, and “the mesh carrier, which is covered by the resin, is one of translucent or transparent.” In claims 30 and 36, a layer of resin affixes a label, which includes a mesh carrier, to a composite material, and “the mesh carrier with the coat of resin thereon is one of translucent or transparent.”

As a matter of law, **all the claim limitations must be taught or suggested** by the prior art, and **all words in a claim must be considered** in judging the patentability of that claim against the prior art. (*Supra.*) Applicants respectfully submit that the cited references apparently fail individually, and collectively, to disclose, teach, or suggest that “the mesh carrier, which is covered by the resin, is one of transparent or transparent,” as claimed in claim 4. Furthermore, Applicants respectfully submit that the cited references apparently fail individually, and collectively, to disclose, teach, or suggest that “the mesh carrier with the coat of resin thereon is one of translucent or transparent,” as claimed in claims 30 and 36, which yield unexpected results. Therefore, Applicants respectfully request that the rejections of claims 4, 30, and 36 be withdrawn.

4. Response to Rejections of Claims 32 and 38

Claims 32 and 38 stand rejected as being unpatentable over Poirier in view of Higuchi and further in view of Sideman and unpatentable over Poirier in view of Higuchi and further in view of Hill. Applicants traverse the rejections and respectfully submit that claims 4, 30 and 36 include patentable limitations that are not taught, suggested, or disclosed individually, or collectively, by the aforementioned limitations.

Claim 32 is dependent upon claim 30. Claim 30 recites, *inter alia*, “a mesh carrier having opposed first and second surfaces, the first surface of the mesh carrier having the layer of light-colored ink indicia disposed thereon, wherein the layer of resin coats the mesh carrier, and the mesh carrier with the coat of resin thereon is one of translucent or transparent,” and claim 32 recites, *inter alia*, “wherein the first surface of the mesh carrier is directed toward the surface of the composite material such that the layer of dark-colored ink indicia is directed toward the surface of the composite material, and wherein the surface of the composite material

is dark-colored, and **wherein the layer of light-colored ink indicia is visible through the mesh carrier.**" (Emphasis added.) Thus, in claim 32, the dark-colored ink indicia is proximal to the surface of the composite material, followed by the light-colored ink indicia, and the mesh carrier is distal from the surface of the composite material, and the light-colored ink indicia is visible through the mesh carrier. Applicants respectfully submit that the cited references apparently fail individually, and collectively, to disclose colored ink visible through a mesh carrier, which yields unexpected results. Therefore, Applicants respectfully request that the rejection of claim 32 be withdrawn.

Claim 38 is dependent upon claim 36. Claim 36 recites, *inter alia*, "a mesh carrier having opposed first and second surfaces, the first surface of the mesh carrier having the layer of dark-colored ink indicia disposed thereon, wherein the layer of resin coats the mesh carrier, and the mesh carrier with the coat of resin thereon is one of translucent or transparent," and claim 38 recites, *inter alia*, "wherein the first surface of the mesh carrier is directed toward the surface of the composite material such that the layer of light-colored ink indicia is directed toward the surface of the composite material, and **wherein the surface of the composite material is light-colored, and wherein the layer of dark-colored ink indicia is visible through the mesh carrier.**" (Emphasis added.) Thus, in claim 38, the light-colored ink indicia is proximal to the surface of the composite material, followed by the dark-colored ink indicia, and the mesh carrier is distal from the surface of the composite material, and the dark-colored ink indicia is visible through the mesh carrier. Applicants respectfully submit that the cited references apparently fail individually, and collectively, to disclose colored ink visible through a mesh carrier, which yields unexpected results.. Therefore, Applicants respectfully request that the rejection of claim 38 be withdrawn.

5. Response to Rejections of Claims 3 and 33

Claims 3 and 33 as being unpatentable over various combinations of primary references (Sideman, Poirier, Higuchi, Hill) and further in view of Asada. In each of the rejections, the Office Action relied upon Asada for disclosing the limitation of a thread count

between 180 and 560 threads per inch. In particular, the Office Action states that Asada discloses the range of “50 yarns/cm and up to 1 billion yarns/cm<sup>2</sup>.” Applicants believe that the Examiner may have inadvertently confused “filaments,” “fiber” and “thread” or “yarn” as described by Asada. Asada discloses that a “yarn” is comprised of “fibers.” In Example 1, Asada discloses a yarn that consisted of 9 FILAMENTS, each of which contained 70 component FIBERS. A taffeta was made from the yarn, and after washing the taffeta, the taffeta had a FIBER density of 1,089,490,500 fibers//cm<sup>2</sup>. (See column 2, lines 13-29.)

### Conclusion

In light of the above amendments and remarks, Applicants respectfully submit that all objections and/or rejections have been traversed, rendered moot, and/or accommodated, and that all pending claims 1, 3-5, 9-11, and 30-39 are allowable. Applicants, therefore, respectfully request that the Examiner reconsider this application and timely allow all pending claims. The Examiner is encouraged to contact Mr. Ringer by telephone to discuss the above and any other distinctions between the claims and the applied references, if desired. If the Examiner notes any informalities in the claims, he is further encouraged to contact Mr. Ringer by telephone to expediently correct such informalities.

Respectfully submitted,

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